



Oldcastle®
Materials
SOUTHWEST GROUP, INC.



FOUR CORNERS MATERIALS

TELLURIDE GRAVEL



UNITED COMPANIES



WAYCOR MATERIALS

RECEIVED

JUN 13 2017

June 7, 2017

Barbara Coria
Colorado Division of Mining and Reclamation
1313 Sherman Street, room 215
Denver, CO 80203

Division of Reclamation,
Mining & Safety

Re: Colorado Division of Reclamation, Mining and Safety (DRMS) – Application-Succession of Operators
Hayden Pit, Permit No. M-1987-164

Barbara,

In response to your letter of May 24, 2017, regarding the incomplete portion of the application, the following is submitted:

1. Right of Entry:

- (a) For the subsurface portion on CWH property, the Lease Agreement between CWH and Oldcastle dated February 24, 2017 (attached herewith), please refer to Page 2, Paragraph 2, Lease and Mining Rights, (b) Third Party Right to Materials. CWH allows Tenant, as CWH's Sublessee, to mine the Materials located in Mining Pod #1. CWH maintains the lease with the State of Colorado Land Board and royalties will be paid by CWH to the Land Board. The mineral permit with the State Land Board will remain under CWH control.

2. Structure Agreements (included are copies of Agreements sent to owners)

CWH Properties (Agreements previously sent)	7785 Highland Meadows Parkway, Suite 100, Ft. Collins, CO 80528	(1)Permanent graveled roads and associated drainage structures, including those constructed as part of mining and reclamation operations and to be left in place, and(2) fenceline within and on property boundaries
Todd Camilletti	P O Box 1262, Hayden, CO 81639	Fence, Access Road
Giacomo Camilletti	P O Box 249, Hayden, CO 81639	Fence
BZ&W, Inc. and Grandmothers, Inc.	3706 Stonebridge Ct, Topeka, KS 66610	Fence
Michael and Connie Bell	P O Box 778, Hayden, CO 81639	Fence, Access Road
Robert Williams Trust	P O Box 988, Hayden, CO 81639	Fence, Access Road
CO Dept of Transportation	270 Ranney Street, Craig, CO 81625	US Highway 40, Fence

Thank you for your courtesies in this regard.

Respectfully,



Genevieve Blecha
Administrative Assistant
Oldcastle SW Group, Inc.

Enclosures

cc: Amy Yeldell, Colorado Division of Reclamation Mining and Safety
Kevin Anderson, Connell

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is entered into as of February 24, 2017, by and among CWH Properties LLC, a Colorado limited liability company ("**CWH**"), Connell Resources, Inc., a Colorado corporation ("**Connell**"), and Oldcastle SW Group, Inc., a Colorado corporation ("**Tenant**").

Background:

A. CWH is the owner of two parcels of real property located in Routt County, Colorado, having Routt County Parcel Numbers of 940122001 and 940124001 (the "**Property**").

B. Tenant wishes to lease the areas of the Property designated as Mining Pods #1-4 on Exhibit A attached hereto (the "**Mining Pods**") for the purpose of mining sand, gravel, and other aggregate materials ("**Materials**").

C. Certain portions of the Materials located within Mining Pod #1 may be subject to a claim of ownership by the State of Colorado. Connell, an affiliate of CWH, has entered into that certain Sand & Gravel Lease No. GL 3467 dated March 7, 2014 with the State of Colorado Board of Land Commissioners (the "**State Lease**") for the right to mine such Materials located within Mining Pod #1.

D. A permit from the State of Colorado to mine Mining Pod #1 has been issued to Connell (the "**Permit**"), which permit also covers operations at an adjacent mining location located outside the Property to the west of Mining Pod #1, known as the "**Camilletti Pit**".

Agreement:

1. DEFINITIONS.

(a) "**Commencement Date**" means February 24, 2017.

(b) "**County Lease Areas**" means those areas of the Property designated on Exhibit A as "Routt County".

(c) "**Depletion Date**" means the date that is not less than 90 days after Tenant notifies CWH in writing that the Tenant can no longer produce Products that meet prevailing specifications of federal, state, and local-market users from the Mining Pods at commercially reasonable return to Tenant, as reasonably determined by Tenant.

(d) "**Environmental Damages**" means all liabilities, whether accrued, fixed, or contingent, known or unknown, and whether or not included in a schedule to this Agreement, any of which are incurred at any time arising out of, based on, or resulting from the presence or release of Hazardous Materials into the environment, before the Commencement Date, upon, beneath, or from the Premises.

(e) "**Environmental Requirements**" means all statutes, regulations, rules, policy, guidance, ordinances, codes, common law, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental authorities and all judicial and administrative and regulatory writs, injunctions, decrees, judgments, and orders relating to (i) occupational health or safety, (ii) the protection of human health or the environment, (iii) the treatment, storage, disposal, handling, release, or remedial action, remedy, response, or removal action as those terms are defined in 42 U.S.C. §9601, or any corrective action as that term has been construed pursuant to 42 U.S.C. §6924, of Hazardous Materials, or (iv) exposure of persons to Hazardous Materials.

(f) "**Hazardous Materials**" means any substance that (i) if present requires reporting, investigation, removal, or remediation under any Environmental Requirement, (ii) is defined as

a “hazardous waste,” “hazardous substance,” “pollutant,” or “contaminant” under any Environmental Requirement, (iii) if present causes or threatens to cause a nuisance, trespass, or other tortious condition or poses a hazard to the health or safety of persons, or (iv) that contains gasoline, diesel fuel, or other petroleum hydrocarbons, PCBs, asbestos, or urea formaldehyde foam insulation.

(g) “**Imported Products**” means sand, gravel, dirt, asphalt or concrete rubble, and other aggregate materials brought upon the Premises by Tenant but not mined therefrom.

(h) “**Initial Term**” means the period beginning on the Commencement Date and ending on the fifteenth (15th) annual anniversary of the Commencement Date.

(i) “**Premises**” means the Mining Pods and all appurtenances, rights and privileges pertaining thereto.

(j) “**Permitted Use**” means the mining, removal, processing, storing, and selling of Materials, the operation of asphalt plants, and all matters related or incidental thereto including the operation, storage, and maintenance of equipment, storing and stockpiling other materials, and such construction and use of shops, offices, labs, and similar facilities (“**Facilities**”). All Facilities must (i) have the prior approval of CWH after plans for the Facilities have been provided to CWH; (ii) comply with applicable laws, regulations and permits and have the approval of the appropriate governmental authorities (including issuance of certificates of occupancy); (iii) be constructed in a good and workmanlike manner; and (iv) be approved and constructed at Tenant’s sole cost. All permanent Facilities become the property of CWH upon termination of this Lease.

(k) “**Products**” means Materials that are mined and removed from the Mining Pods.

2. LEASE AND MINING RIGHTS.

(a) Mining Pods. CWH does hereby exclusively lease, demise and let unto Tenant the Premises for the Permitted Use during the Term (as defined below), unless sooner terminated or extended as herein provided. Following the Initial Term, this Lease shall automatically renew for two successive five year periods (each, a “**Renewal Term**” and, together with the Initial Term, the “**Term**”); provided, however that (i) upon the occurrence of the Depletion Date the Initial Term or the then-current Renewal Term, if any, shall automatically terminate and all future renewals shall be cancelled, and (ii) no renewal shall occur in the event that Tenant has provided written notice of non-renewal to CWH at least 90 days prior to the scheduled date of such renewal, and (iii) no renewal shall occur if any default by Tenant then exists under this Lease, beyond any applicable cure period.

(b) Third-Party Rights to Materials. To the extent that the State of Colorado has, or is in the future determined to have, rights to any of the Materials located within Mining Pod #1, Connell shall be responsible for taking such action as may be necessary to allow Tenant to mine such Materials from Mining Pod #1. Initially, such action shall include Connell allowing Tenant, as Connell’s Sublessee, to mine the Materials located in Mining Pod #1 that are purportedly owned by the State of Colorado and subject to the State Lease, Connell fulfilling all obligations to the State of Colorado under the State Lease, and Connell taking all actions reasonably necessary to ensure that the State Lease continues and full force and effect for so long as Tenant continues to mine the Materials that are the subject thereof. Any royalties owed by Connell to the State of Colorado under the State Lease shall be paid by Connell as and when due, and Tenant shall have no liability therefor. For the avoidance of doubt, regardless of whether it is determined that any governmental authority has, or does not have, rights with respect to the Materials located within the Mining Pods, the payments due from Tenant hereunder shall not be adjusted as a result of such determination.

(c) Mining Permit. In conjunction with the simultaneous asset purchase transaction between Connell and Tenant, Connell has assigned the Permit to Tenant such that the Tenant

can mine Materials under the Permit for Mining Pod #1. Tenant has assumed Connell's future obligations under the Permit, with the exception of the Camilletti Pit reclamation referenced below. As soon as reasonably possible, but in no event later than June 30, 2017, Connell shall complete any reclamation (including all grading and the initial seeding of vegetation) required with respect to the Camilletti Pit (which is also covered by the Permit). Other than the Permit, Tenant shall be responsible, at Tenant's sole cost, for obtaining any permits which may be necessary for the extraction of Materials from the Mining Pods and for any dedication of open space required by Routt County in connection with such permits, together with all costs associated with such dedication.

(d) Access and Roads. Tenant shall have non-exclusive access to the Property outside the Mining Pods, other than the County Lease Areas, for the purposes of, at Tenant's sole cost, constructing, maintaining, and using haul roads between the Mining Pods and for accessing public roads. In addition, Tenant shall have the right at all times during the Term, at Tenant's sole cost, to construct, maintain, and use a 30 to 40 foot wide haul road through the County Lease Areas along the southern border of the Property provided that Tenant has obtained the prior written consent of Routt County for such road. Tenant shall reasonably cooperate with CWH regarding the location of such haul roads. CWH expressly acknowledges that Tenant plans to operate a hot-mix asphalt plant on Mining Pod #1 throughout the Term, and will need to efficiently haul Materials from the other Mining Pods to such plant.

(e) Reserved Rights. CWH reserves the right to use, possess and occupy such areas of the Property as may not be in use by Tenant for agricultural purposes, so long as such use, possession and occupation does not interfere with Tenant's allowed operations under this Lease. Notwithstanding the foregoing, without the express authorization of Tenant, no person may enter any open mining area, plant site, or facility secured or otherwise physically controlled by Tenant on the Premises.

(f) Mining Pod #4. Notwithstanding anything herein to the contrary, and in addition to any other governmental approval and permitting requirements, Tenant may not commence any mining operations on Mining Pod #4 unless and until Tenant and CWH have obtained any necessary rights from the State of Colorado and agreed upon a royalty structure for Mining Pod #4, which structure shall be reasonably consistent with the structure applicable to Mining Pods #1-3 hereunder.

3. PAYMENTS.

(a) Generally. All payments required to be made by Tenant hereunder shall be made by wire or ACH transfer to the account designated in writing by CWH. CWH and Connell agree that CWH is acting as Connell's agent in the collection of any sublease payments due to Connell, and that the making of such payments by Tenant to CWH shall be deemed to constitute adequate consideration to Connell for the agreements made by Connell herein.

(b) Fixed Rent. As partial payment for the surface rights granted to Tenant herein, and in addition to any other payments made under this Lease, Tenant shall pay annual rent of [REDACTED] (the "Fixed Rent") during the term of this Lease. Fixed Rent shall be payable in quarterly installments of [REDACTED] due in advance on the first business day of each calendar quarter, and shall be evenly prorated for any partial periods that may exist at the beginning or end of the Term.

(c) Royalty. In exchange for the rights to mine Materials granted to Tenant hereunder, and Tenant's surface area disturbance of the Premises, Tenant shall pay CWH a royalty equal to (a) [REDACTED] (the "Royalty Rate") per ton of Products sold by Tenant plus (b) the Imported Royalty Rate per ton of Imported Products sold by Tenant (together referred to as the "Royalty"). The "Imported Royalty Rate" shall be equal to the then-current Royalty Rate minus [REDACTED], then multiplied by 50%. By way of clarification, the Royalty Rate for Mining Pod #1 is initially comprised of the following: (a) compensation to CWH for the Products removed and sold by Tenant in the amount of [REDACTED] per ton, (b) sublease payment to CWH, as agent for Connell, in the amount of [REDACTED] per ton, and (c) surface area disturbance payment to CWH of [REDACTED] per ton. The allocation of the Royalty Rate of Mining Pods #2 and

#3 will be as determined by CWH. The Royalty shall be paid monthly in arrears, not later than the twentieth day of the month following the month in which the sales upon which such Royalty is based took place. The Royalty Rate shall be adjusted on January 1, 2020, and upon January 1st of each subsequent calendar year, in accordance with Schedule 3(c) attached and incorporated by reference. For the avoidance of doubt, if a Product or Imported Product is used in the production of another material (e.g., asphalt) the weight of any other components of such other material (e.g., asphalt oil) shall be subtracted from the weight of such material for purposes of calculating the Royalty.

(d) Minimum Royalty. Tenant shall be required to pay Royalties on a minimum of 50,000 tons of Products (the "**Minimum Quantity**") during each calendar year in the Term, provided that such minimum quantity shall be evenly prorated for any partial years that may exist at the beginning or end of the Term. In the event that Tenant sells less than the Minimum Quantity of Products during any calendar year in the Term, Tenant shall make an additional payment equal to the difference between the Minimum Quantity and the actual number of tons of Products sold by Tenant during such year, multiplied by the Royalty Rate in effect as of December 31 of such year. Such additional payment shall be due on the first business day of February of the following year.

(e) Interest on Past Due Payments. Amounts payable by Tenant under this Lease which are not paid within 10 days of when due shall accrue interest at 12% per annum until paid.

4. INSURANCE.

(a) Tenant at all times during the Term shall, at its own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage and contractual liability coverage with minimum limits of \$1,000,000 on account of bodily injuries to, or death of, one or more than one person as the result of any one accident or occurrence on the Premises and \$2,000,000 on account of damage to property, together with pollution liability insurance in the amount of \$2,000,000. CWH and Connell shall be additional named insureds on said policy or policies. Tenant shall provide evidence of insurance to CWH annually.

(b) CWH at all times during the Term shall, at its own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage and contractual liability coverage with minimum limits of \$1,000,000 on account of bodily injuries to, or death of, one or more than one person as the result of any one accident or occurrence on the Premises and \$2,000,000 on account of damage to property, together with pollution liability insurance in the amount of \$2,000,000. Tenant shall be an additional named insured on said policies. CWH shall provide evidence of insurance to Tenant annually.

5. RECLAMATION. Tenant shall be responsible for all reclamation obligations relating to the Mining Pods during the Term, and Tenant agrees to perform such obligations with respect to any particular Mining Pod within three years of completing mining operations in such Mining Pod in accordance with the applicable Colorado Division of Reclamation Mining and Safety mining plan. At the end of the term, at CWH's option, Tenant shall either (a) complete all remaining reclamation obligations relating to the Mining Pods (other than the obligations of CWH set forth in Section 2(c)), or (b) assign any mining permits relating to the Mining Pods to CWH or its designee, which will assume and perform all remaining reclamation obligations under such permits. In the event that CWH elects option (a), CWH shall grant Tenant all access to the Mining Pods that is reasonably necessary for the fulfillment of Tenant's reclamation operations thereon, at no additional cost to Tenant.

6. TAXES AND UTILITIES. CWH shall be liable for all real estate taxes levied or assessed against the Property and Tenant shall be liable for all taxes levied or assessed against mined Materials (including all items listed on the Earth or Stone Products Real and Personal Property Declaration Schedule #C0035245), its personal property, furniture or fixtures on the Mining Pods. Tenant shall pay all electrical, water, gas, heat, light, power, telephone, sewer, sprinkler charges and other utilities and services

used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance charges for all utilities. Notwithstanding the foregoing, within 90 days after the Commencement Date, CWH agrees to install at its cost and expense the following electrical service in connection with the night heaters on the asphalt plant and any future office and shop locations located on Mining Pod #1 in compliance with all applicable laws and regulations: 480 volt 3 phase power line with a 400 amp drop, terminating at a transformer pole; CWH will then extend a 480 volt 3 phase power line with a 200 amp drop to the asphalt plant.

7. CONDEMNATION.

(a) If during the Term, the whole or any part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or conveyed under threat thereof or to a private purchase in lieu thereof (collectively, a "**Taking**") and the Taking would prevent or materially interfere with the use of the Premises for the purposes contemplated by the Permitted Use as reasonably determined by Tenant, this Lease shall, at Tenant's option, (i) if the Taking is of the whole of the Premises, terminate and all rents and royalties shall be abated during the unexpired portion of the Term, effective when the physical Taking of said Premises shall occur; and (ii) if the Taking is of less than the whole of the Premises, terminate as to such part of the Premises Taken and the Fixed Rent and Minimum Quantity shall be ratably abated only for such Taken portion during the unexpired portion of the Term, effective when the physical Taking of such Premises shall occur.

(b) In the event of any such Taking, Tenant shall be entitled to receive from the price or award to be paid, for such Taking (the "**Taking Proceeds**") an amount equal to the Tenant's Cover Costs. For purposes of this Agreement, "**Tenant's Cover Costs**" shall be the portion of the award specifically designated for Tenant's business interruption, construction interference, relocation, Tenant's personal property (including severed Product and Product stockpiles), and Tenant's court costs. The parties shall jointly negotiate with any public authority and to direct and control any legal proceedings involving or related to any such taking or private purchase in lieu thereof.

8. HOLDING OVER. Tenant shall have the right to hold over for a period of the longer of the period during which Tenant completes its reclamation obligations (if any, pursuant to Section 5) or 180 days following the Depletion Date, provided that (a) Tenant provides CWH with written notice thereof, (b) Tenant is not in default of any of the material terms and provisions of the Lease, beyond any applicable notice and cure periods, and (c) Tenant shall pay a pro rata portion of the Fixed Rent for the period during which Tenant holds over on the Premises.

9. REPRESENTATIONS & WARRANTIES OF CWH. CWH hereby represents and warrants to Tenant the following as of the Commencement Date:

(a) Subject to any State of Colorado claim to Materials in Mining Pods #1 and #4, CWH has good and marketable title in fee simple to the Premises and to all plants, buildings, improvements, and fixtures thereon, to all tangible and intangible personal property, free and clear of any encumbrances, liens, mortgages, security interests, claims, charges, imperfections of title, encroachments, easements, rights-of-way, covenants, conditions, restrictions, or commitments ("**Encumbrances**") other than the Encumbrances set forth on Schedule 9(a) ("**Permitted Encumbrances**").

(b) The Permit is in full force and effect, and no breaches or defaults have occurred thereunder.

(c) There is no special proceeding pending or to CWH's Knowledge threatened, in which any taxing authority having jurisdiction over any of the Premises is seeking to increase the assessed value thereof. ("CWH's Knowledge" means the actual knowledge, after reasonable inquiry, of CWH's Manager, Richard Connell or Kevin Anderson, Operations Manager.)

(d) No binding commitment has been made by CWH to any governmental authority, utility company, or any other organization, group, or individual relating to the Premises or any part thereof that imposes or could impose an obligation to make any contribution or dedication of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Premises. There is no condemnation or eminent domain proceeding pending that relates to the Premises and, to CWH's Knowledge, there is no such proceeding threatened by any relevant governmental authority.

(e) Current access from the public right-of-way to the Mining Pods is the existing Colorado Department of Transportation-approved access off of Highway 40. Internal haul roads access within the Property will be as agreed upon by the parties. In addition, each Mining Pod is accessible for the Permitted Use over existing agricultural drive ways.

(f) No person or entity, other than Tenant, occupies, possesses, or uses, or has any right to occupy, possess, or use, the Premises (other than the reversionary interest of CWH, any State of Colorado interest in Materials located within Mining Pods #1 and #4, and farm lease for areas not yet permitted).

(g) No portion of the Premises is subject to any purchase options or other similar rights in favor of third parties.

(h) CWH has not engaged in any operation or activity at or upon, or any use or occupancy of, the Premises in any way involving the release of any Hazardous Materials on, under, in, or about the Premises, or used, handled, transported, stored, or disposed of any Hazardous Materials to, from or across the Premises, nor with respect to any adjacent properties in violation of Environmental Requirements. To CWH's Knowledge, there exists no basis for any proceeding, citation, directive, or summons involving the Premises related to either any violation or alleged violation of Environmental Requirements, whether or not corrected, or any alleged liability for Environmental Damages. To CWH's Knowledge, the Premises and all current activities and operations thereon currently comply with all Environmental Requirements. CWH has supplied Tenant with true and complete copies of all notices, reports, and other documents received by CWH or that are or in its possession or control relating to Environmental Requirements concerning the Premises.

10. REPRESENTATIONS & WARRANTIES OF CONNELL. Connell hereby represents and warrants to Tenant the following as of the Commencement Date:

(a) The State Lease is in full force and effect and is binding upon the parties thereto. Connell has not taken or failed to take any action that constitutes, or given the passage of time may constitute, a breach or default thereunder. To Connell's Knowledge, no other party to the State Lease is in breach or default thereunder. ("Connell's Knowledge" means the actual knowledge, after reasonable inquiry, of Connell's Vice President, Tony A. Connell; Vice President and CFO, Sheri C. Welch; or Kevin Anderson, Operations Manager.)

(b) The Permit is in full force and effect, and no breaches or defaults have occurred thereunder.

(c) Connell has not engaged in any operation or activity at or upon, or any use or occupancy of, the Premises in any way involving the release of any Hazardous Materials on, under, in, or about the Premises, or used, handled, transported, stored, or disposed of any Hazardous Materials to, from or across the Premises, nor with respect to any adjacent properties in violation of Environmental Requirements. To Connell's Knowledge, there exists no basis for any proceeding, citation, directive, or summons involving the Premises related to either any violation or alleged violation of Environmental Requirements, whether or not corrected, or any alleged liability for Environmental Damages. To Connell's Knowledge, the Premises and all current activities and operations thereon currently comply with all Environmental Requirements. Connell has supplied Tenant with true and complete copies of all notices,

reports, and other documents received by Connell or that are or in its possession or control relating to Environmental Requirements concerning the Premises.

11. LIENS.

(a) CWH and Connell will not allow the Premises to become encumbered by any Encumbrance, mortgage, lien, claim or like impairment of title unless the instrument or instruments creating or suffering the creation of such impairment of title shall (i) acknowledge that such impairment of title shall be inferior and subordinate to this Lease upon commercially reasonable terms acceptable by the lender, or (ii) include a subordination and non-disturbance provision reasonably acceptable to Tenant.

(b) Tenant will not permit any mechanic's lien or liens to be placed upon the Premises that are caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant, and in the case of the filing of any such lien Tenant will promptly pay same or, after 30 days' written notice, CWH may pay same or undertake any action which CWH deems necessary to cause such lien to be released. In the event CWH satisfies such lien or undertakes such action to cause such lien to be released, Tenant will reimburse CWH for the reasonable cost so incurred by CWH immediately upon demand therefor. Notwithstanding the foregoing, if Tenant shall, in good faith, contest the validity of any such lien, then Tenant shall, after prior written notice to CWH, at its sole cost and expense, defend itself and CWH against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against CWH or the Premises.

12. BROKERAGE. Tenant, CWH, and Connell warrant that they have had no dealings with any broker or agent in connection with the negotiation or execution of this Lease and each of them agree to indemnify each other against all costs, expenses, attorneys' fees or other liability for commissions or other compensation or charges claimed by any broker or agent claiming the same.

13. ESTOPPEL CERTIFICATES. CWH and Connell, on the one hand, and Tenant, on the other hand, agree to furnish from time to time, as and when requested by the other, a signed certificate confirming and containing such factual certifications and representations deemed appropriate by the requesting party, and the recipient of such request shall, within 20 days following receipt of said proposed certificate, return a fully-executed copy of said certificate with such changes and revisions as are necessary to certify such factual certifications and representations to the requesting party. In the event the party to whom such a request is made shall fail to return a fully-executed copy of such certificate to the requesting party within the foregoing 20-day period, then the party to whom such request was made shall be deemed to have approved and confirmed all of the terms, certifications and representations contained in such certificate.

14. PERMITS. Subject to Sections 2(b) and 2(c), Tenant shall maintain all licenses, permits and any other authorizations from federal, state and local governments that are necessary with respect to its use of the Premises.

15. NOTICES. Any notice or document required to be delivered hereunder shall be deemed to be delivered if actually received and whether or not received when deposited in the United States mail, postage prepaid, certified or registered mail (with or without return receipt requested) or via overnight delivery by national carrier addressed to the parties hereto at address set forth below or at such other address that may be designated by written notice delivered in accordance herewith:

If to Tenant:	Oldcastle SW Group, Inc. 2273 River Road Grand Junction, CO 81515 Attention: Rich Umbel, President
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If to CWH	CWH Properties LLC
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7785 Highland Meadows Parkway, Suite 100
Fort Collins, CO 80528-9527
Attn: Richard Connell

If to Connell:

Connell Resources, Inc.
7785 Highland Meadows Parkway, Suite 100
Fort Collins, CO 80528-9527
Attn: Richard Connell

16. FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by a party, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of such party.

17. SEVERABILITY. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be deemed to be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

18. AMENDMENTS; WAIVER; BINDING EFFECT. The provisions of this Lease may not be waived, altered, changed or amended, except by instrument in writing signed by both parties hereto. The terms and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

19. QUIET ENJOYMENT. Provided Tenant has performed all of the terms and conditions of this Lease, including the payment of the Fixed Rent, Royalty, and other sums due hereunder, to be performed by Tenant, taking into account all applicable notice and cure periods, Tenant shall peaceably and quietly hold and enjoy the Premises, without hindrance from CWH, Connell, or any person claiming under either of them, subject to the terms and conditions of this Lease.

20. INTERPRETATION. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. As used in this Lease, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." The captions contained in this Lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Lease.

21. GOVERNING LAW. Tenant hereby agrees that the laws of the State of Colorado shall govern in any such action or proceeding and waives any defense to any action or proceeding granted by the laws of any action or proceeding granted by the laws of any other country or jurisdiction unless such defense is also allowed by the laws of the State of Colorado.

22. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, each party hereby waives trial by jury in any matter arising out of or in any way connected with this Lease. The provisions of this Section 22 shall survive the expiration or early termination of this Lease.

23. MEMORANDUM OF LEASE. CWH and Tenant acknowledge that concurrent with the execution of this Lease a Memorandum of Lease in the form of Exhibit B attached hereto has been executed and recorded in the real property records.

24. EXHIBITS AND ATTACHMENTS. All exhibits, attachments, riders and addenda referred to in the Lease are incorporated into this Lease and made a part hereof for all intents and purposes.

25. ADDITIONAL OBLIGATIONS OF TENANT.

(a) Indemnification. Tenant shall indemnify, defend and hold CWH and Connell harmless against any and all losses, claims or damages to the extent the same arise out of or in connection with Tenant's, or its respective agents', employees' or contractors' actions, negligence or material breach of this Lease. This indemnity shall survive the expiration or early termination of this Lease. .

(b) Compliance with Law. Tenant shall at all times comply with the applicable laws, regulations and permits governing its activities on the Premises, including all Environmental Requirements.

(c) Non-Interference with Certain Activities of CWH. Tenant shall not interfere with any effort by CWH to (i) sell areas of the Property other than the Premises or (ii) annex the Property to the Town of Hayden, provided that such sale or annexation would not be detrimental to the current or planned future uses of the Premises by Tenant (including Tenant's road access to the Premises and haul roads between the Mining Pods).

(d) Material Records. Tenant shall keep an accurate record of all Materials removed from the Property and sold. CWH may during regular business hours examine Tenant's mining procedures and review Tenant's books and records for the purpose of verifying the amount of production and royalties payable. Any nonpublic information obtained by CWH in the course of such examination, regardless of form, shall be held by CWH in confidence and may not be used by CWH except for the purpose of evaluating Tenant's compliance with this Lease.

26. TENANT'S DEFAULTS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten days; or

(b) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than the payment of sums due hereunder, where such failure shall continue for a period of 30 days after Tenant's receipt written notice thereof from CWH; provided, however, that if the nature of Tenant's default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such 30 day period and thereafter diligently pursues such cure to completion.

27. REMEDIES.

(a) In the event of any default by Tenant which remains uncured after the expiration of the applicable notice and cure period(s) specified above, CWH may, in accordance with procedures required by law, pursue one of the following remedies:

(i) In the event of a default, CWH may terminate Tenant's right to possession of the Premises by any lawful means, in which case Tenant shall surrender possession of the Premises to CWH within 30 days after Tenant's receipt of CWH's written notice of termination. In the event CWH is permitted to terminate Tenant's right of possession as set forth herein, CWH shall be entitled to recover from Tenant all damages incurred by CWH by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, and the rent and royalties as they become due hereunder; provided that Tenant shall be entitled to a credit against such amounts equal to (i) the amounts received by CWH by re-leasing the Premises or otherwise mitigating its damages or (ii) if CWH fails to re-lease the Premises, the fair market rental value of the Premises for the applicable period. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be liable for (i)

any consequential, special or punitive damages or (ii) rents and royalties for any period in excess of two years following a breach of this Lease; or

(ii) CWH may maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, CWH shall be entitled to enforce all of CWH's rights and remedies under this Lease including the right to recover rent and royalties as they become due hereunder; or

(iii) CWH may terminate this Lease, in which case CWH shall be entitled to enforce all of CWH's rights and remedies under this Lease through the date of termination, including the right to recover rents and royalties through the date of termination.

(b) Notwithstanding the foregoing, with respect to any remedy exercised by CWH, CWH shall have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises promptly, at a fair market rental, and to otherwise mitigate its damages.

28. CWH AND CONNELL DEFAULTS AND REMEDIES. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by CWH and Connell: (a) CWH's or Connell's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by CWH or Connell, within 30 days after written notice by Tenant of said failure (except when the nature of such obligation is such that more than 30 days are required for its performance, then CWH or Connell shall not be deemed in default if it commences performance within the 30 day period and thereafter diligently pursues the cure to completion); or (b) the failure of any representation or warranty to be true in all material respects when deemed given hereunder. Notwithstanding the foregoing, in the event CWH's or Connell's breach creates an emergency situation, or is of such a nature that materially impairs Tenant's ability to operate at the Premises, then CWH and Connell shall be required to remedy such breach as soon as commercially reasonable. In the event of a default by CWH or Connell, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (w) to remedy such default or breach and deduct the reasonable, documented out-of-pocket costs thereof (including attorneys' fees) from the rent and/or royalties next falling due; (x) to pursue the remedy of specific performance; (y) to seek actual money damages for loss arising from CWH's or Connell's failure to discharge its obligations under this Lease; and (z) to terminate this Lease if such breach has not been cured as of the date of such termination. Nothing herein contained shall relieve CWH or Connell from their respective obligations hereunder, nor shall this Section be construed to obligate Tenant to perform CWH's or Connell's obligations. Notwithstanding anything in this Lease to the contrary, in no event shall CWH and Connell be liable for any special or punitive damages.

29. CWH AND CONNELL INDEMNITY. CWH and Connell shall indemnify, defend and hold Tenant harmless against any and all losses, claims or damages to the extent the same arise out of or in connection with CWH's, Connell's, or their respective agents', employees' or contractors' actions, negligence or material breach of this Lease, including all actions of any person accessing the Property under Section 2(e). This indemnity shall survive the expiration or early termination of this Lease.

30. ATTORNEYS' FEES. If any party institutes any legal suit, action, or proceeding against the other party to enforce this Lease (or obtain any other remedy regarding any breach of this Lease), the prevailing party in the suit, action, or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the reasonable attorneys' fees and expenses incurred by the prevailing party in conducting the suit, action, or proceeding.

31. RIGHT OF FIRST OFFER.

(a) If at any time after the Commencement Date, CWH desires to sell any reasonably

mineable portion of the Property or lease any reasonably mineable portion of the Property outside of the Premises (other than the leasing of the County Lease Areas to Routt County) (any such portion being referred to as a “**Portion**”), and provided Tenant is not then in default under this Lease beyond any applicable cure period, then CWH shall notify Tenant of the terms and conditions on which CWH is willing to lease or sell such Portion, together with notification from CWH of CWH’s intention to make the offer to others if the offer is not accepted by Tenant. Tenant shall have the right, within 30 days following receipt of the offer to notify CWH that it desires to lease or buy such Portion on the terms and conditions set forth in such offer. In the event Tenant elects to accept the offer, CWH and Tenant shall sign the an agreement embodying the terms of such offer, along with such other standard commercial terms as may be appropriate, within 30 days.

(b) If Tenant does not accept the offer within the 30-day period provided in Section 31(a) above, then the offer shall be deemed withdrawn and CWH shall be free for a period of one year from expiration of the 30-day period to offer to lease or sell such Portion to third parties on terms not less favorable to CWH than those set forth in its offer. For the avoidance of doubt, in the event CWH receives any offer to sell or lease such Portion at terms less favorable to CWH than those set forth in its offer to Tenant, CWH may not accept such terms unless they are first offered to Tenant using the procedure set forth in Section 31(a), and Tenant declines to accept them.

(c) Tenant’s rights set forth in this Section 31 shall terminate upon termination of this Lease. Notwithstanding anything in this Section 31 to the contrary, any leasehold or fee ownership interest of Tenant in Mining Pod #4 must vest, if at all, no later than 21 years after the death of Richard Connell.

32. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign or transfer this Lease or sublet the Premises without the written consent of CWH, which consent shall not be unreasonably withheld, delayed, or conditioned. Any assignment, transfer, or subletting made without such consent shall be void. Notwithstanding the foregoing, Tenant may assign or transfer this Lease to any affiliate of Tenant without first obtaining the consent of CWH, provided that Tenant shall remain liable for any and all obligations hereunder that are not fulfilled by such affiliate. For purposes of this section, ‘affiliate’ shall mean any entity controlled by, controlling, or under common control with Tenant.

[Signature pages to follow]

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year set forth above

CWH:

CWH PROPERTIES LLC

By: Sheri C. Welch
Name: Sheri C. Welch
Title: Authorized Agent

CONNELL:

CONNELL RESOURCES, INC.

By: Sheri C. Welch
Name: Sheri C. Welch
Title: VP & CFO

TENANT:

OLDCASTLE SW GROUP, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year set forth above

CWH:

CWH PROPERTIES LLC

By: _____
Name: _____
Title: _____


CONNELL:

CONNELL RESOURCES, INC.

By: _____
Name: _____
Title: _____

TENANT:

OLDCASTLE SW GROUP, INC.

By:  _____
Name: Richard Umbel
Title: President

MEMORANDUM OF LEASE AGREEMENT

Under the terms of the Lease Agreement ("Lease") between CWH Properties LLC, a Colorado limited liability company ("Landlord"), and Oldcastle SW Group, Inc., a Colorado corporation ("Tenant"), having the same effective date ("Effective Date") as this Memorandum, Landlord has leased to Tenant portions of the following two parcels of real property:

PARCEL A:

THE NORTH ONE HALF OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT, STATE OF COLORADO, EXCEPT THOSE PORTIONS DESCRIBED IN THE DEEDS RECORDED IN BOOK 289 AT PAGE 570 AND IN BOOK 258 AT PAGE 189 ALSO EXCEPTING THOSE PORTIONS LYING WITHIN US HIGHWAY 40 AND COUNTY ROAD 51.

PARCEL B:

THE SOUTHEAST 1/4, SECTION 12, TOWNSHIP 6 NORTH, RANGE 88 WEST, OF THE 6TH P.M., COUNTY OF ROUTT, STATE OF COLORADO EXCEPT THOSE PORTIONS LYING WITHIN COUNTY ROAD 51.

Such portions are generally depicted as Mining Pods #1 through #4 on **Exhibit A**, attached and incorporated by reference. The Lease permits Tenant to engage in mining and processing sand, gravel and other aggregate materials, and related activities. The Lease has an initial term beginning on the Effective Date and ending on the 15th anniversary of the Effective Date, with two successive five-year renewal terms. Other terms and conditions of the Lease are incorporated into this Memorandum by this reference.

Effective: February 24, 2017.

[Signature pages follow]

LANDLORD:

CWH Properties LLC, a Colorado limited liability company

By: *Sheri C. Welch*
Sheri C. Welch, Authorized Agent

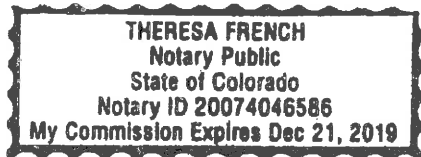
STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me this 24th day of February, 2017, by Sheri C. Welch as Authorized Agent of CWH Properties LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12-21-2019

Theresa French
Notary Public



TENANT:

Oldcastle SW Group, Inc., a Colorado corporation

By:

Richard Umbel
Richard Umbel, President

STATE OF Colorado)
) ss.
COUNTY OF Mesa)

Acknowledged before me this 24th day of February, 2017, by Richard Umbel as
President of Oldcastle SW Group, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: April 10, 2018

Sona L. Van Horn
Notary Public

SONA L. VAN HORN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20144015627
My Commission Expires April 10, 2018

**EXHIBIT A
TO
MEMORANDUM OF LEASE AGREEMENT**



RIGHT-TO-ENTER AGREEMENT

This agreement is entered into between Todd Camilletti (Landowner) and Oldcastle SW Group, Inc. dba United Companies (Operator) and is effective as of the date of last signature.

Whereas the Operator has applied for a Transfer of Mineral Permit and Succession of Operators for Hayden Pit, Permit No. M-1987-164, and

Whereas the Operator is required, by the State of Colorado Division of Reclamation, Mining and Safety (Division) in accordance with construction Materials Rule 6.3.7, as the Applicant for a reclamation permit for extraction (mining) of construction materials, to provide a description of the basis for legal right of entry to the site and to conduct mining and reclamation, which may be done in the form of a signed statement by the Landowner and acknowledged by a Notary Public, and

Whereas, the Site is located within Routt County and is described within Exhibit A of the Reclamation Permit for Hayden Pit, Permit No. M-1987-164, and Landowner is the recorded owner of that Site.

CERTIFICATION OF PROPERTY OWNER

Therefore, the Landowner does hereby certify that the Operator has the right of entry to the Site as described above and to conduct mining and reclamation on the Site.

Todd Camilletti

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____.

My commission expires: _____

Notary Public

STRUCTURE AGREEMENT

This agreement is entered into between Todd Camilletti (Landowner) and Oldcastle SW Group, Inc. dba United Companies (Operator) and is effective as of the date of the last signature.

Whereas the Operator has applied for a Transfer of Mineral Permit and Succession of Operators for Hayden Pit, Permit No. M-1987-164, and

Whereas there are significant, valuable and permanent man-made structures, as defined by Construction Materials Rule 1.1(48) which are or may be located within two hundred feet of the affected area (Construction Materials Rule 6.3.2(b) and 6.3.12), which are owned by the Landowner and of which the stability may be adversely affected by the mining operation, and the Operator (as Applicant) is required by the Division to provide a notarized agreement between the Applicant (Operator) and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure;

Whereas, the Site is located within Routt County and is described within Exhibit A of the Reclamation Permit for Hayden Pit, Permit No. M-1987-164, and the Landowner is the recorded owner of structures near that Site; and

Whereas, the following structures are or may be located on or within 200 feet of the proposed affected area:

1. Permanent graveled roads and associated drainage structures, including those constructed as part of mining and reclamation operations and to be left in place, and
2. Fenceline within and on property boundaries.

LAST ITEM

Therefore, the Operator (Applicant), Oldcastle SW Group, Inc. dba United Companies, by Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc., dba United Companies does hereby certify that the Owner shall be compensated for any damage from the proposed mining operation to the above-listed structure(s) located on or within 200 feet of the affected area described above.

Oldcastle SW Group, Inc. dba United Companies

Todd Camilletti

By: _____

By: _____

Name: _____

Title: _____

NOTARY FOR OPERATOR (PERMIT APPLICANT)

State of Colorado)
) ss.
County of Mesa)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies.

My commission expires: _____

Notary Public

NOTARY FOR LANDOWNER

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
_____.

My commission expires: _____

Notary Public

RIGHT-TO-ENTER AGREEMENT

This agreement is entered into between Giacomo Camilletti (Landowner) and Oldcastle SW Group, Inc. dba United Companies (Operator) and is effective as of the date of last signature.

Whereas the Operator has applied for a Transfer of Mineral Permit and Succession of Operators for Hayden Pit, Permit No. M-1987-164, and

Whereas the Operator is required, by the State of Colorado Division of Reclamation, Mining and Safety (Division) in accordance with construction Materials Rule 6.3.7, as the Applicant for a reclamation permit for extraction (mining) of construction materials, to provide a description of the basis for legal right of entry to the site and to conduct mining and reclamation, which may be done in the form of a signed statement by the Landowner and acknowledged by a Notary Public, and

Whereas, the Site is located within Routt County and is described within Exhibit A of the Reclamation Permit for Hayden Pit, Permit No. M-1987-164, and Landowner is the recorded owner of that Site.

CERTIFICATION OF PROPERTY OWNER

Therefore, the Landowner does hereby certify that the Operator has the right of entry to the Site as described above and to conduct mining and reclamation on the Site.

Giacomo Camilletti

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

My commission expires:

Notary Public

STRUCTURE AGREEMENT

This agreement is entered into between Giacomo Camilletti (Landowner) and Oldcastle SW Group, Inc. dba United Companies (Operator) and is effective as of the date of the last signature.

Whereas the Operator has applied for a Transfer of Mineral Permit and Succession of Operators for Hayden Pit, Permit No. M-1987-164, and

Whereas there are significant, valuable and permanent man-made structures, as defined by Construction Materials Rule 1.1(48) which are or may be located within two hundred feet of the affected area (Construction Materials Rule 6.3.2(b) and 6.3.12), which are owned by the Landowner and of which the stability may be adversely affected by the mining operation, and the Operator (as Applicant) is required by the Division to provide a notarized agreement between the Applicant (Operator) and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure;

Whereas, the Site is located within Routt County and is described within Exhibit A of the Reclamation Permit for Hayden Pit, Permit No. M-1987-164, and the Landowner is the recorded owner of structures near that Site; and

Whereas, the following structures are or may be located on or within 200 feet of the proposed affected area:

1. Permanent graveled roads and associated drainage structures, including those constructed as part of mining and reclamation operations and to be left in place, and
2. Fenceline within and on property boundaries.

LAST ITEM

Therefore, the Operator (Applicant), Oldcastle SW Group, Inc. dba United Companies, by Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies does hereby certify that the Owner shall be compensated for any damage from the proposed mining operation to the above-listed structure(s) located on or within 200 feet of the affected area described above.

Oldcastle SW Group, Inc. dba United Companies

Giacomo Camilletti

By: _____

Name: _____

Title: _____

By: _____

NOTARY FOR OPERATOR (PERMIT APPLICANT)

State of Colorado)
) ss.
County of Mesa)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies.

My commission expires: _____

Notary Public

NOTARY FOR LANDOWNER

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
_____.

My commission expires: _____

Notary Public

STRUCTURE AGREEMENT

This agreement is entered into between BZ&W, Inc. & Grandmothers, Inc. (Structure Owner) and Oldcastle SW Group, Inc. dba United Companies (Operator) and is effective as of the date of the last signature.

Whereas the Operator has applied for a Transfer of Mineral Permit and Succession of Operators for Hayden Pit, Permit No. M-1987-164, and

Whereas there are significant, valuable and permanent man-made structures, as defined by Construction Materials Rule 1.1(48) which are or may be located within two hundred feet of the affected area (Construction Materials Rule 6.3.2(b) and 6.3.12), which are owned by the Structure Owner and of which the stability may be adversely affected by the mining operation, and the Operator (as Applicant) is required by the Division to provide a notarized agreement between the Applicant (Operator) and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure;

Whereas, the Site is located within Routt County and is described within Exhibit A of the Reclamation Permit for Hayden Pit, Permit No. M-1987-164, and the Structure Owner is the recorded owner of structures near that Site; and

Whereas, the following structures are or may be located on or within 200 feet of the proposed affected area:

1. Permanent graveled roads and associated drainage structures, including those constructed as part of mining and reclamation operations and to be left in place, and
2. Fenceline within and on property boundaries.

LAST ITEM

Therefore, the Operator (Applicant), Oldcastle SW Group, Inc. dba United Companies, by Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies, does hereby certify that the Structure Owner shall be compensated for any damage from the proposed mining operation to the above-listed structure(s) located on or within 200 feet of the affected area described above.

Oldcastle SW Group, Inc. dba United Companies

BZ&W, Inc. & Grandmothers, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name _____
Title _____

NOTARY FOR OPERATOR (PERMIT APPLICANT)

State of Colorado)
) ss.
County of Mesa)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies.

My commission expires: _____

Notary Public

NOTARY FOR STRUCTURE OWNER

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
_____ as _____ of BZ&W, Inc. & Grandmothers, Inc.

My commission expires: _____

Notary Public

STRUCTURE AGREEMENT

This agreement is entered into between Michael Bell and Connie Bell (Structure Owner) and Oldcastle SW Group, Inc. dba United Companies (Operator) and is effective as of the date of the last signature.

Whereas the Operator has applied for a Transfer of Mineral Permit and Succession of Operators for Hayden Pit, Permit No. M-1987-164, and

Whereas there are significant, valuable and permanent man-made structures, as defined by Construction Materials Rule 1.1(48) which are or may be located within two hundred feet of the affected area (Construction Materials Rule 6.3.2(b) and 6.3.12), which are owned by the Structure Owner and of which the stability may be adversely affected by the mining operation, and the Operator (as Applicant) is required by the Division to provide a notarized agreement between the Applicant (Operator) and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure;

Whereas, the Site is located within Routt County and is described within Exhibit A of the Reclamation Permit for Hayden Pit, Permit No. M-1987-164, and the Structure Owner is the recorded owner of structures near that Site; and

Whereas, the following structures are or may be located on or within 200 feet of the proposed affected area:

1. Permanent graveled roads and associated drainage structures, including those constructed as part of mining and reclamation operations and to be left in place, and
2. Fenceline within and on property boundaries.

LAST ITEM

Therefore, the Operator (Applicant), Oldcastle SW Group, Inc. dba United Companies, by Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies, does hereby certify that the Structure Owner shall be compensated for any damage from the proposed mining operation to the above-listed structure(s) located on or within 200 feet of the affected area described above.

Oldcastle SW Group, Inc. dba United Companies

Michael Bell

By: _____

Name: _____

Title: _____

Connie Bell

NOTARY FOR OPERATOR (PERMIT APPLICANT)

State of Colorado)
) ss.
County of Mesa)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies.

My commission expires: _____

Notary Public

NOTARY FOR STRUCTURE OWNER

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
Michael Bell.

My commission expires: _____

Notary Public

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
Connie Bell.

My commission expires: _____

Notary Public

STRUCTURE AGREEMENT

This agreement is entered into between Robert Williams Trust (Structure Owner) and Oldcastle SW Group, Inc. dba United Companies (Operator) and is effective as of the date of the last signature.

Whereas the Operator has applied for a Transfer of Mineral Permit and Succession of Operators for Hayden Pit, Permit No. M-1987-164, and

Whereas there are significant, valuable and permanent man-made structures, as defined by Construction Materials Rule 1.1(48) which are or may be located within two hundred feet of the affected area (Construction Materials Rule 6.3.2(b) and 6.3.12), which are owned by the Structure Owner and of which the stability may be adversely affected by the mining operation, and the Operator (as Applicant) is required by the Division to provide a notarized agreement between the Applicant (Operator) and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure;

Whereas, the Site is located within Routt County and is described within Exhibit A of the Reclamation Permit for Hayden Pit, Permit No. M-1987-164, and the Structure Owner is the recorded owner of structures near that Site; and

Whereas, the following structures are or may be located on or within 200 feet of the proposed affected area:

1. Permanent graveled roads and associated drainage structures, including those constructed as part of mining and reclamation operations and to be left in place, and
2. Fenceline within and on property boundaries.

LAST ITEM

Therefore, the Operator (Applicant), Oldcastle SW Group, Inc. dba United Companies, by Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies, does hereby certify that the Structure Owner shall be compensated for any damage from the proposed mining operation to the above-listed structure(s) located on or within 200 feet of the affected area described above.

Oldcastle SW Group, Inc. dba United Companies

Robert Williams Trust

By: _____

Name: _____

Title: _____

By: _____

Name _____

Title _____

NOTARY FOR OPERATOR (PERMIT APPLICANT)

State of Colorado)
) ss.
County of Mesa)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies.

My commission expires: _____

Notary Public

NOTARY FOR STRUCTURE OWNER

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
_____ as _____ of Robert Williams Trust.

My commission expires: _____

Notary Public

STRUCTURE AGREEMENT

This agreement is entered into between Colorado Department of Transportation (Structure Owner) and Oldcastle SW Group, Inc. dba United Companies (Operator) and is effective as of the date of the last signature.

Whereas the Operator has applied for a Transfer of Mineral Permit and Succession of Operators for Hayden Pit, Permit No. M-1987-164, and

Whereas there are significant, valuable and permanent man-made structures, as defined by Construction Materials Rule 1.1(48) which are or may be located within two hundred feet of the affected area (Construction Materials Rule 6.3.2(b) and 6.3.12), which are owned by the Structure Owner and of which the stability may be adversely affected by the mining operation, and the Operator (as Applicant) is required by the Division to provide a notarized agreement between the Applicant (Operator) and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure;

Whereas, the Site is located within Routt County and is described within Exhibit A of the Reclamation Permit for Hayden Pit, Permit No. M-1987-164, and the Structure Owner is the recorded owner of structures near that Site; and

Whereas, the following structures are or may be located on or within 200 feet of the proposed affected area:

1. US Highway 40
2. Fenceline within and on property boundaries.

LAST ITEM

Therefore, the Operator (Applicant), Oldcastle SW Group, Inc. dba United Companies, by Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies, does hereby certify that the Structure Owner shall be compensated for any damage from the proposed mining operation to the above-listed structure(s) located on or within 200 feet of the affected area described above.

Oldcastle SW Group, Inc. dba United Companies

Colorado Department of Transportation

By: _____
Name: _____
Title: _____

By: _____
Name _____
Title _____

NOTARY FOR OPERATOR (PERMIT APPLICANT)

State of Colorado)
) ss.
County of Mesa)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
Peter J. Siegmund, as Assistant Secretary of Oldcastle SW Group, Inc. dba United Companies.

My commission expires: _____

Notary Public

NOTARY FOR STRUCTURE OWNER

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
_____ as _____ of Colorado Department of
Transportation.

My commission expires: _____

Notary Public